

**STIP**

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

VINCENT J. SICA,

Plaintiff,

vs.

PROGRESSIVE DIRECT INSURANCE  
COMPANY; DOES I through X; and ROE  
CORPORATIONS XI through XX,

Defendants.

Case No. 2:16-cv-00513-GMN-VCF

**STIPULATION TO DISMISS EXTRA  
CONTRACTUAL CLAIMS**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff VINCENT J. SICA, and Defendant PROGRESSIVE DIRECT INSURANCE COMPANY, by and through their respective undersigned counsel of record, that Plaintiff Vincent J. Sica's extra contractual causes of action for (1) bad faith, (2) Defendant Progressive Direct Insurance Company's alleged statutory violations of NRS 686A.310(b) and (3) the prayer for punitive damages are dismissed. The parties further stipulate that Plaintiff Sica may maintain his action for contractual uninsured motorist benefits against Defendant Progressive, though Defendant Progressive retains the right to raise all appropriate defenses to Plaintiff

1 Sica's claim, including but not limited to, the defense that there was no contact between Mr. Sica's  
2 motorcycle and the vehicle Mr. Sica alleges hit his motorcycle and fled.

3 DATED this 9<sup>th</sup> day of January, 2017.

4  
5 THE HOWARD LAW FIRM

VANNAH & VANNAH

6 */s/ James W. Howard*  
7 By: \_\_\_\_\_  
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*/s/ John B. Greene*  
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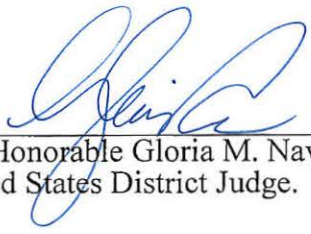
**ORDER**

Pursuant to the parties' stipulation it is hereby:

ORDERED that Plaintiff Vincent J. Sica's extra contractual causes of action for (1) bad faith, (2) Defendant Progressive Direct Insurance Company's alleged statutory violations of NRS 686A.310(b) and (3) the prayer for punitive damages are dismissed;

IT IS FURTHER ORDERED that Plaintiff Sica may maintain his action for contractual uninsured motorist benefits against Defendant Progressive, though Defendant Progressive retains the right to raise all appropriate defenses to Plaintiff Sica's claim, including but not limited to, the defense that there was no contact between Mr. Sica's motorcycle and the vehicle Mr. Sica alleges hit his motorcycle and fled.

DATED this 12 day of January, 2017.

  
The Honorable Gloria M. Navarro  
United States District Judge.